

SUBLEASE AGREEMENT

between

Oconee County and Foxwood Hills Property Owners Association, Inc.

LEASE NO. DACW21-1-82-1830

And

HARTWELL LAKE

This SUBLEASE AGREEMENT is made and entered into by and between Oconee County, (hereinafter referred to as "LANDLORD") and Foxwood Hills Property Owners Association, Inc. (hereinafter referred to as "TENANT") this ___ day of November, 2003.

In consideration of the mutual covenants and agreements set forth in this SUBLEASE and for other good and valuable consideration, the receipt of which is hereby acknowledged, LANDLORD does hereby sublease to TENANT and TENANT does hereby sublease from LANDLORD the premises generally described as follows:

Approximately 18.04 acres of land and water area under the primary jurisdiction of the Department of the Army in the Hartwell Project Area, hereinafter referred to as the premises as shown on attached Exhibit "A", dated 29 January, 1965, for public park and recreational purposes from the Department of the Army of the United States; on Hartwell Lake, Oconee County, South Carolina (hereafter referred to as the "PREMISES").

1. **TERM:** The term of this SUBLEASE shall be from the date of this Sublease to June 30, 2007, unless sooner terminated as provided for in this SUBLEASE and in no case shall the SUBLEASE exceed the term of the Prime Lease DACW21-1-82-1830 (hereinafter referred to as "LEASE").

2. **RENT:** TENANT agrees to pay to the LANDLORD rental payments in the amount of one dollar per year. TENANT agrees to assume and pay to LANDLORD any other fees or costs assessed by the Government.

3. **FEES:** Fees may be charged by the Tenant for use of the premises or any facilities, however, no user fees may be charged by the Tenant or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

4. **SUBLEASE:** TENANT accepts this SUBLEASE subject to all of the terms and conditions of a certain Lease Agreement, Supplemental Agreement, Extension or Modification of the Lease for the property described in the U.S. Army Corps of Engineers Lease No. DACW21-1-82-1830, under which the LANDLORD holds the demised premises as Lessee. TENANT is hereby charged at all times with full knowledge of all the limitations and requirements of above said lease, and the necessity for correction of deficiencies, and with compliance with requests by the Government.

TENANT covenants that it will do no act or thing which would constitute a violation of said Lease or any renewal, modification, or subsequent Lease the LANDLORD may have with the Government.

5. USE OF PREMISES: TENANT shall use the Leased Premises for recreational purposes. TENANT shall not commit any waste nor create any nuisance on the Leased Premises and shall comply with all rules and regulations as established by the LANDLORD. TENANT shall comply with all applicable rules and regulations of governmental agencies and health department concerning the TENANT'S use of the PREMISES. Hours of operation will be a.m. to p.m. on (whatever days) (i.e. Saturdays, Sundays, and Holidays plus any special events and other times) as agreed upon in writing by the General Manager or the authorized representative of Foxwood Hills Property Owners Association, Inc.

6. MAINTENANCE: TENANT shall at its sole expense maintain and keep the premises, structures and surrounding area in good condition and state of repair and shall leave the Leased Premises in essentially the same condition as it was when delivered to the TENANT by the LANDLORD. TENANT shall pay all utility charges for electric, water, heat, gas, and telephone service used on the Leased Premises directly to the appropriate utility company/corporation. TENANT shall pay the pro-rate share of the cost of trash removal services from the Leased Premises relating to its operation.

7. INSURANCE: TENANT shall maintain and pay all property and liability insurance and any other insurance necessary and prudent for normal operation of the facilities on the premises, including but not limited to workers' compensation insurance. TENANT shall furnish the LANDLORD with a copy of a Certificate of Insurance with LANDLORD furnishing a copy to U.S. Army Corps of Engineers, Real Estate Division (ATTN: RE-RM), P.O. Box 889, Savannah, Georgia 31402 naming the LANDLORD and U.S. Army Corps of Engineers as additional named insureds and having a policy limit of \$1,000,000.00 per claim and aggregate of \$1,000,000.00.

8. INDEMNITY OF LANDLORD AND GOVERNMENT: LANDLORD AND GOVERNMENT shall not be liable to TENANT or to TENANT'S employees, agents, officers, directors, invitees, customers and/or visitors for any injury to persons or damage to property on or about the Premises caused by the negligence or misconduct of the TENANT or its employees, customers, invitees, or any other person arising out of the use of the Premises by the TENANT and TENANT agrees to indemnify and hold the LANDLORD AND GOVERNMENT harmless from any claims or damages arising from such injury or damage.

9. DEFAULT: If TENANT shall allow any payment obligation under this SUBLEASE to be in arrears or be in default under any of the other terms or conditions set forth in this SUBLEASE for a period of more than fifteen (15) days after written notice of such delinquency, LANDLORD may without further notice to the TENANT terminate this SUBLEASE and re-enter and take possession of the Premises without being deemed guilty of trespass.

10. **ASSIGNMENT:** TENANT may not assign, sublet, transfer, or in any manner encumber this SUBLEASE without the prior written approval of the LANDLORD and written consent by the Government.

11. **NOTICES:** All notices required hereunder must be given by certified or registered mail addressed to the proper party at the following address:

LANDLORD: _____
ATTN: _____

TENANT: _____
ATTN: _____

12. **NON-DISCRIMINATION:**

i. The Tenant shall not discriminate against any person or persons or exclude them from participation in the Tenant's operations, programs or activities conducted on the premises, because of race, color, religion, sex, age, handicap, or national origin. The Tenant will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

ii. The Tenant, by acceptance of this lease, is receiving a 1980 of Federal assistance and therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 20006); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 704); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1 and Army Regulation 600-7. This assurance shall be binding on the Tenant, its agents, successors, transferees, sub-lessees and assignees.

13. **TRANSFERS, ASSIGNMENTS, SUBLEASES:**

ii. The Tenant will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Tenant will not subdivide nor develop the premises into private residential development.

14. **ENTIRE AGREEMENT:** This SUBLEASE and Lease No. DACW21-L-82-1830, and any amendments thereto now or in the future, represents the entire

agreement of the parties and no modification, amendment, or alteration of the terms of this agreement shall be binding unless in writing and duly executed by all the parties.

This SUBLEASE AGREEMENT is hereby executed this _____ day of _____, 2003.

TENANT:

By: _____

Title: _____

LANDLORD:

By: _____

Title: _____

This SUBLEASE AGREEMENT is hereby consented to this _____ day of _____, 2003.

UNITED STATES OF AMERICA

By: _____

Title: _____

* - These blanks need to be completed.

Comments for County Council
April 13, 2004

In December of 1999 the Supervisor asked me what we needed to do to keep or increase our tax base. My answer was build an industrial park and develop Oconee County's portion of I-85.

We accomplished the first task in record time by buying 47 acres on Highway 11 in December 2001 and starting construction on the Oconee County Commerce Center in January of 2002 with the dedication on October 22, 2002. During that dedication we were able to look at Compact Air up and running as the first occupant of that park.

If it had not been for the rain which of course we needed we would have seen the first activity on our new spec building take place Monday of this week. Even more exciting than starting the spec building is the fact we have had more than five calls asking about the spec building and when will it be done.

Tonight though I want to talk very briefly about developing our 4 miles of I-85. Over the past three years the Economic Development Commission has discussed and encouraged me to look at how this might be done. I have looked at countless maps and talked to 100s of people, most of them from the economic development world and their allies and all have said we have a gold mine in that area if we are willing to take on the challenge of getting infrastructure there. Part of the Infrastructure Master Plan which you will receive in the near future will discuss this opportunity in more detail on how we might do this I want to tell you about three projects that got away from Oconee County.

The first has been announced in Anderson County. That project, the Walgreen distribution center, will bring 450 jobs and an investment of \$175,000,000. We were in the area Walgreen reviewed but did not have the water and sewer they required.

The second project is still in the works but I can share that it is for an investment of \$65,000,000 and will create 350 jobs. We were in the area identified for possible location but we did not have the water and sewer.

Project 3 came to the attention of our office in January of this year and is still an active project. It requires 100 acres with room to expand. It needs to be within 10 miles of an Interstate and within about 45 minutes driving time to a key city like Greenville. It will create 300 new jobs and bring an investment of between \$200,000,000 and \$300,000,000. They need level to slightly rolling land. They require 150,000 gallons of waste water treatment a day (naturally they will require at least that much water a day). AGAIN WE COULD NOT COMPLETE!

If you have not keep track, that is 1100 jobs and investments of over \$440,000,000 that we can only dream about.

Tonight I would suggest we really take a positive approach to the opportunity that we have to develop the I-85 portion of Oconee County. It is time for us to bring new investments and jobs to our county by putting the appropriate infrastructure in place while searching for property for industrial development. The challenge will not be free and will not happen overnight but now is an excellent time to start.

Thank you.

Memo

To: Oconee County Council
From: Melissa Grant, Solid Waste Director
Date: April 2, 2004
Re: Cost Savings for Cross Tie Disposal

At their last meeting, the Solid Waste Commission unanimously voted to recommend charging for the disposal of cross ties at the County's Transfer Station. Cross ties are a special type of waste that must be handled separately from garbage in the Transfer Station. The Commission advocates charging the \$38.50 / ton tipping fee to all customers bringing in cross ties. Smaller loads would be pro-rated.

Background

We used to gradually place a few cross ties in the trailers that took our garbage to the landfill. However, the cross ties often damaged the trailers. Waste Management agreed to provide a 20 yard open top container to us, for a charge of \$195 / pull plus \$18.65 / ton for disposal. We have been working toward a better storage solution for the cross ties as they are currently stored on the ground, and are difficult to maneuver. An open top container is the best alternative because it can be transported directly to the landfill without moving the cross ties.

Utilizing the cost figures from the Master Plan, it appears that our operating cost to transport a container of cross ties is \$.38 / mile x 85 miles round trip, for a total of \$32.30. Plus, \$46.20 driver cost, \$11.13 annual cost and \$14.37 depreciation cost. Round trip, our total cost is \$104. We save approximately \$50 each trip, delivering the cross ties ourselves (actually more, since we use a larger container than Waste Management).

The first 2 loads of cross ties we delivered weighed a total of 30,000 pounds. It appears that our in-coming volumes are increasing. We might have a load every month. At that rate, our cost to handle the cross ties each month would be \$140 for disposal, and \$104 for labor and transportation. Therefore, a 100 lb. cross tie would cost \$2.00 to dispose. Waste materials that require special handling, such as asbestos, usually are not accepted at solid waste facilities without charging a fee. The per ton cost for cross ties would be \$40, higher than our tipping fee for MSW. Most people bringing in cross ties pay nothing right now because they say they are from their home. These volumes appear to be increasing.

Ms. Melissa Grant, Director
Oconee County Solid Waste
PO Box 1766
Seneca, SC 29679

April 1, 2004

Re: Methane Extraction Pilot Study
Goldie & Associates Project # 118.3.1

Dear Ms. Grant:

It has been a pleasure to work with Engelhard and Oconee County concerning utilizing the methane at the Seneca Landfill as a fuel source for Engelhard. As you are aware, if this project is successful, two beneficial outcomes will result: (1) Engelhard will be provided with an alternative fuel source and (2) the County will have alleviated a greater amount of the methane generated within the Seneca Landfill. Outlined below is our suggested design strategy for making the project successful.

Pilot Wells

In order to verify that the methane production in the interior of the landfill is sufficient for Engelhard's purposes, a minimum of three extraction wells should be installed inside the current network of wells. Permitting / prior approval of SC DHEC will have to be obtained prior to any construction taking place.

These wells will be tied to the existing flare system via flex tubing and T-connections with existing wells. After construction, methane production and flow will be closely monitored for a period of two months. The information gathered will be used to perform a last check of assumptions on the previously conducted whole landfill methane production model carried out prior to the installation of the current system. Based on the resulting data, the final system design can be tweaked before permitting and construction.

The proposed well locations are indicated on Figure 1 (attached). These "sweet-spot" locations were selected based on their expected methane production, in turn based on the volume and age of garbage in these locations. Goldie & Associates anticipates that these locations will provide the best indication of potential methane yield for the County and Engelhard's consideration. Other viable locations exist along both Wells Highway and Strawberry Farm Road, but are not ideal for a pilot study because of various reasons such

as difficulty tying into the current system or less well demarked garbage parameters (age, depth, location).

Costs

We recommend a budget of \$48,904 for the above scope of services. This will include the required surveying, permitting, drafting, drilling, well installation and completion, monitoring, analysis, and final reports. Please see the attached table for a breakdown of the costs. Please be aware that we are proposing deeper wells than originally proposed in the June 2003 report prepared for Oconee County.

Thank you for allowing us to assist you with this project. If you need any further information or have any questions, please call Alan Pope or Ben Day at 864-882-8194.

Sincerely,

Goldie & Associates

Alan Pope, P.E.

Consulting Group Manager

cc: Jim Satterfield, Engelhard
Brad Norton, County Attorney

**OCONEE COUNTY - ENGELHARD METHANE VENT INSTALL
BUDGET COSTS**

SERVICE	RATE	QUANTITY	UNIT	SUBTOTAL
Drilling Services				
Mobilization	\$3,500	1	LS	\$3,500
S/foot	\$80	300	LF	\$24,000
Per Diem	\$210	3	DAY	\$630
Subtotal				\$28,130
Installations of Well Components				
Membrane	\$225	3	EACH	\$675
Membrane Install	\$350	3	EACH	\$1,050
Well Heads, piping, connectors	\$800	3	EACH	\$2,400
Subtotal				\$4,125
Management and Oversight				
Well Head Install and Connection	\$740	3	EACH	\$2,220
Drilling Oversight	\$50	24	HR	\$1,050
Drafting	\$40	8	HR	\$320
DHEC submittal	\$80	24	HR	\$1,440
Pre-Construction Survey	\$85	8	HR	\$760
As-Built Survey	\$95	8	HR	\$760
Administrative	\$25	8	HR	\$200
Subtotal				\$6,750
Trash Disposal				
				*
Monitoring, Analysis, Report				
Weekly monitoring	\$40	24	HR	\$980
Data Analysis and Report	\$60	24	HR	\$1,440
Project Management	\$70	16	HR	\$1,120
Subtotal				\$3,520
Final Subtotal				
				\$42,525
Contingency (15%)				
			LS	\$6,379
PROJECT TOTAL				
				\$48,904

* Trash from the augering of the wells will need to be disposed of or contained daily, as if the landfill were operational. We assumed that the County would be able to provide a container for storage of the trash, which could then be moved to the transfer station across the street and disposed of.

Memo

To: Phyllis Lombard
From: 
CC: Sheriff Singleton, Chief Terry Wilson, Captain Donnie Fricks, Lt. Mike Crenshaw,
Maranne Dillard, Ann Alberson
Date: 04/02/04
Re: Encryption and Data Port interfaces Funding

Since the request for encryption was initiated in the current budget, the narcotics and detectives division has expanded. We are in the process of converting narcotics and detectives divisions to a voice encryption capability on their walkie-talkies and mobile radio units. Because of the increase of personnel since the original budget was submitted, there is insufficient funding to provide all the officers in those divisions with this required capability. Therefore, I am requesting that \$10,000 of the Data Port money be moved to purchase order 41399 in order to complete the encryption capability and replacement of units not compatible with the upgrade for both organizations.

In addition, the remaining \$10,000 of the Data Port interfacing Funding should be rolled into the 010-104-50840 account for 911 Equipment of \$179,411. The reason for this request is that in reviewing our plan for an experimental radio data system with our independent consultant, there appears to be a small amount of technical incapability with the new emergency communications center. It was recommended to me that the system be purchased as part of the new Communications Center operational capability and strategy. This will insure that any mobile data technology that we are purchasing for the 911 center is compatible with our software.

As a reminder, in our new budget package letter we requested rollover of the \$365,000 in account 012-001-00107-50104 along with the \$179,411 into the new fiscal year operating budget. Based on our current schedule that has been briefed to the Public Safety Committee Oversight to Council, this funding will be committed during the first or second quarter of the new fiscal year.

Opal Green

From: Opal Green
Sent: Wednesday, March 31, 2004 3:27 PM
To: Phyllis E. Lombard
Cc: Harry Hamilton
Subject: Contingency Requests for 4/6/04 Meeting

Phy, I thought you might like to know. I have the following requests for contingency funds for the next Council Meeting:

City of Westminster - Grant Match - \$7,705

Airport - Electricity - \$1,500

One load of sand for Fair Dak Youth Center \$5.90 per ton X 20 tons = \$124.00 including tax

Crusher run gravel for Animal Control 6.00 per ton - I have left a message for Bridgett at the Shelter to let me know how much they need.

Thanks, og

City of Westminster
P O Box 399
Westminster, SC 29683
(864) 647-3202 Fax (864) 647-3204

RECEIVED
MAR 22 2004

Capital - 10
Operations - 10
Personnel - 10
Wiley

March 22, 2004

Mr. Harry Hamilton, Supervisor
Orange County Council
415 S. Pine Street
Walhalla, SC 29691

Dear Supervisor Hamilton:

The City of Westminster was recently awarded a FEMA grant in the amount of \$69,350.00. This grant is for fire fighting equipment, personal protective equipment and training. This grant requires matching funds in the amount of \$7,708.00. Please accept this letter as our request for Orange County to furnish these matching funds for us. The majority of our fire runs are outside our City limits and this equipment will be used on County trucks as well as City trucks.

We certainly appreciate all Orange County services to do for the City of Westminster and hope that County Commission will approve this request.

Sincerely,

C.P. Greer
C.P. Greer
Mayor

Paul Adams
Paul Adams
Council Member
Fire Department Chairman

CPG:ar

Handwritten notes and signatures in the right margin.

Handwritten notes and signatures at the bottom right.



March 24, 2004

Mrs. Phyllis Lombard, CGFO
Oconee County Finance Director

(Via Interdepartmental Mail)

RE: Request for contingency funds

I am respectfully requesting contingency funds in the amount of \$1,500 for line item 010-720-30043 Electricity. In the budget request for FY03-04, I calculated our electricity budget at \$13,200 and requested that amount, however, the request was cut to \$12,000 during budget meetings. According to my calculations based on the previous 8 months usage, we have concluded that an \$1,500 additional will be needed.

There are no other line items from which this money could be transferred within our current budget. Accordingly, I am requesting that these funds be allocated from contingency.

If you have any questions, please feel free to call.

Sincerely,

Robert D. Banks
Airport Director

cc: Harry Hamilton, Supervisor
Opal Green, Council Clerk
Melissa Brown, Deputy Finance Director
Marilyn Milson, Secretary II

Sandra Smith

From: Vickie Satterfield
Sent: Tuesday, March 30, 2004 3:21 PM
To: Sandra Smith
Subject: request for sand

Mr. Hamilton,

I am respectfully requesting one load of sand to be delivered to the Fair Oak Youth Center. This sand will be spread by the volunteers of the organization on a new baseball field they have built for use this season. The load of sand needs to be dumped by the basketball gym. I will be happy to meet whoever delivers this and show them where it needs to go. Please call me with any questions.

Greg Brooks
Athletic Director



Oconee County Humane Society

March 26, 2004

Oconee County Council
415 South Pine Street
Walhalla, SC 29691

Attention: Opel Green and Council Members

I represent the Oconee County Humane Society and Animal Shelter as the Shelter Manager on behalf of the Director of the Oconee County Humane Society Lindsey Addis.

At the present time the Animal Shelter Facility located at 321 Camp Road in the Five Forks Community of Walhalla is in desperate need of gravel for the designated parking area, and the interior perimeter access road that surrounds the kennel area inside our chain link fencing.

The parking area directly in front of the Main Office has numerous "pot holes" that could be potentially damaging to vehicles, as well as beginning to erode the base soil away. The perimeter road inside the kennel compound is in need of gravel to prevent erosion from county vehicles accessing the kennel areas as well as to wick away moisture to prevent water from standing in areas that potentially become stagnate attracting mosquitoes and their larvae.

We ask of you the Oconee County Council Members, to please make a visit to the Animal Shelter facility to see the conditions we are currently operating within.

By making your approval for this much needed facility maintenance, it will provide a safer and more aestotically-pleasing atmosphere for residents of Oconee County.

Bridgette Winkler, Shelter Manager

Opec's struggle to keep oil prices high

By Andrew Walker
BBC World Service economics correspondent in Vienna

So the oil producers' cartel Opec confirmed plans, originally agreed in February, to cut oil supplies with effect from 1 April.

But it is another matter whether they will actually make the full cut they announced.

The group's members do have a long record of failing to abide by their own decisions.

But the intention set out by the decision at Opec headquarters here in Vienna is clear enough: To keep prices around their current, rather high, levels.

Moving target?

Now how does that fit in with Opec's professed target for the price of its own benchmark crude oil - called the Opec basket - of \$22 to \$28 a barrel?

The Opec basket is usually a dollar or two cheaper than North Sea Brent, a widely-used international benchmark.

But crude oil prices have been higher for several months - they are so now - and the output cut decision seems calculated to keep it that way.

Some observers think the target no longer really applies.

But Opec members deny that is the case. The target is the same they say.

Weak dollar

When I asked the United Arab Emirates' petroleum minister Obaid al-Nasser whether there is a new target price, he laughed briefly and said: "No, there is no new target, our target is still as it is."

But he added: "No producer would like to see the price go down, that is clear."

And he went on to spell out one reason why Opec members welcome current price levels.

"The purchasing power of our revenue is down by 20% or 30% even."

That has happened because the dollar has declined over the last three years or so, and oil is priced in the US currency.

Economic growth

A weak dollar is a universal concern among Opec members.

And there is a debate about whether the dollar really is the best currency to use for the oil trade.

There has been a lot of talk, and some work going on in the Opec secretariat, about whether to change, perhaps to some basket of currencies.

But the willingness to accept a price well above the target range is probably not just about the decline of the dollar.

They really rather like it.

Perhaps they feel there's more chance now that they can in a sense "get away with it" - that the price can be sustained without doing damage to their customers, the oil importing economies they have to sell their output to.

The global economy is now stronger than it has been for three or four years.

Not key

Certainly one of the key reasons for the current price of crude oil is reasonably strong economic growth in two very large economies - the US and China - that have been sucking in vast amounts of Opec oil.

And one area where economic performance is disappointing - continental Western Europe - has been sheltered from the rising oil price by the dollar's decline against the euro.

Opec certainly insists that the oil price is not the key to global economic performance.

UAE Minister Obaid al Nasser says growth is stronger now than in 2002 despite the higher oil price.

Agreed cut

Saudi Arabia is the big power in Opec.

It is by far the group's largest producer and has much larger known reserves than any other country.

The Saudi attitude to prices has evolved in an important way in the last few years.

A couple of years ago, the Petroleum Minister Ali al-Naimi was seen as a "price dove"; as being prepared to live with a relatively moderate oil price.

He always said that \$25 a barrel for the Opec basket was about right - the middle of the group's official target range.

And yet, he came to Vienna an enthusiastic advocate of going ahead with the previously agreed output cut, even though prices are already well above the target.

Saudi expenses

Now, it is true that without the cut there would be some pressure downward pressure on prices.

There will be less demand for heating oil at this time of year and there might be a problem with speculators driving prices lower.

Opec members routinely blame speculators, but this time analysts say they have something of a point.

But even allowing for all that, the Saudi position does seem to have changed.

Leo Drollas of the Centre for Global Energy Studies says the Saudis are no longer price doves.

The reason, he says, is that the government is spending more at home and needs a minimum price of around \$30 a barrel for its spending plans this year.

He says they have to keep many constituencies, or interest groups, happy - the Royal Family, the middle classes and the religious establishment - and at the same time prevent fundamentalists doing real damage.

So there is a lot of spending on social welfare, hospitals, education and "to keep the security services on the tail of the terrorists".

Doing all that requires a lot of revenue from Saudi oil and that means a relatively high price.

Story from BBC NEWS

<http://www.bbc.co.uk/news/health-123456789>

Published: 12/01/2011 12:38:42 GMT

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(Gas)

Fort Hill Natural Gas

2002 - 2003 Budget

Building	Account #	Line Item	Dates												YT
			July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	
Prothon & Parole Bldg	05-07-0000	10-714-0109	24.95	25.87	27.79	28.66	28.59	288.16	547.15	617.87	587.00	120.90	48.89	48.78	278
Agriculture Bldg	1063	10-714-0403	10.90	9.89	10.45	10.28	105.16	240.83	348.89	340.80	185.89	73.81	16.10	12.41	138
Whitella Magistrate	05104	10-714-0407	14.01	14.88	15.46	16.12	166.84	308.87	358.08	298.37	176.73	63.21	35.27	18.09	24
Courthouse	7500	10-714-0408	11.09	11.00	11.36	11.79	330.87	2188.20	2186.51	2,084.77	1,540.83	61.72	1.00	1.10	1,47
New Courthouse	21369	10-714-0410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
Economic Development	0256	10-714-04707	11.50	11.30	11.83	35.45	130.36	291.78	388.11	405.71	335.00	109.00	31.58	18.00	170
Pine Street	3000	10-714-04721	11.08	11.83	11.83	16.49	300.27	383.92	1,047.83	1,130.79	517.15	137.88	21.47	12.03	103
Brown Bldg/DSS	5605	10-714-04722	28.22	21.65	24.53	24.00	111.84	118.83	254.75	336.18	177.71	18.88	6.46	31.83	63
			114.71	118.08	127.17	170.88	1,701.80	4,261.10	5,668.06	6,043.01	3,117.91	1,190.38	2,140.15	1,771.68	27,07

20020701 CH 12000 10714 0407 0408 0409 0410 04707 04721 04722

Fiscal Year 2002

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(Gas)

Fort Hill Natural Gas

2003 - 2004 Budget

Building	Account #	Line Item	Dates												YT
			July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	
Prothon & Parole Bldg	05-07-0000	10-714-0109	22.81	10.98	10.90	7.00	88.39	813.22	491.86	111.29	181.40				153
Heritage Museum	860	10-714-0403	25.05	6.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3
Agriculture Bldg	2108	10-714-0406	0.00	10.96	10.85	28.31	88.37	750.08	647.48	415.22	158.00				121
Whitella Magistrate	20101	10-714-0408	4.00	13.70	16.05	14.78	48.95	242.48	370.06	310.80	181.09				177
Courthouse	7500	10-714-0408	11.08	11.03	11.08	11.81	11.83	8.79	0.00	0.00	0.00				1
New Courthouse	21300	10-714-0410	900.02	1,007.24	1,631.28	2,065.08	2,237.31	2,135.18	5,175.80	4,088.22	5,443.48				28,07
Economic Development	0256	10-714-04707	11.36	11.00	11.00	44.27	101.50	397.10	611.83	108.78	218.88				147
Pine Street	3000	10-714-04721	11.31	11.28	12.00	9.44	38.28	383.88	1,085.47	1,251.38	375.77				425
Brown Bldg/DSS	5609	10-714-04720	28.72	20.15	25.63	28.00	65.85	311.31	390.70	205.68	250.81				121
Garco Bldg	30337	10-714-04720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	589.77	254.78				107
			254.00	1,493.84	1,651.84	2,100.34	2,728.12	4,586.81	8,517.81	6,765.20	7,271.95	0.00	0.00	0.00	36,13

20030001 CH 12000 10714 0407 0408 0409 0410 04707 04720 04721

Fiscal Year 2003

Page 1/2

(PROPANE)

AMERIGAS

2003-2004 BUDGET

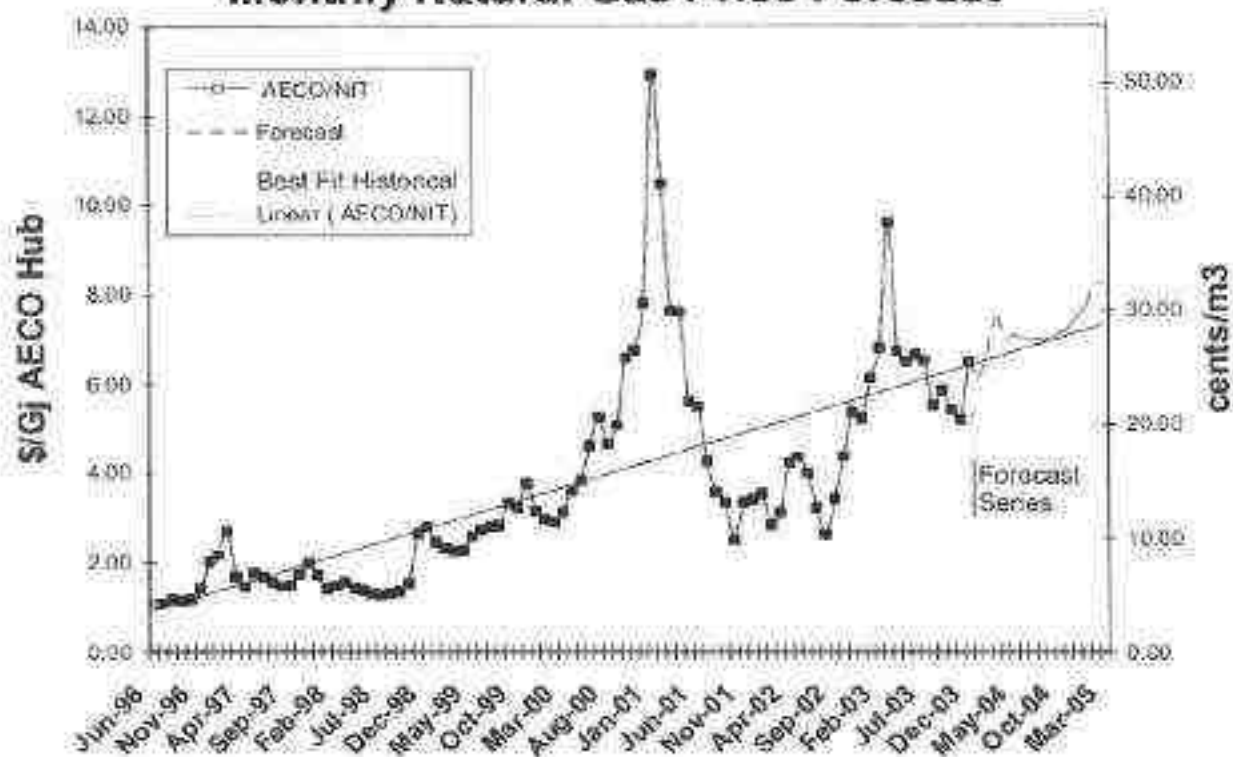
Building	Account #	Line Item	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	YT
Prothon & Parole Bldg	05-07-0000	10-714-0109	0.00	0.00	0.00	0.00	221.57	310.12	330.22	750.90					18



Natural Gas Prices - Wholesale - Historical and Forecast

graphics: eif

Monthly Natural Gas Price Forecast



Feb. 2004, Copyright, <http://www.energyshop.com>

This shows direction and magnitude of the monthly index price in Cdn \$ per GJ and ¢/M³. For therms, ccf or mcf, convert here. Historical prices courtesy of Enerdata Ltd., independent energy information services. The forecast series is created by Energyshop for educational purposes and considers factors such as weather, oil prices, gas storage rates, drilling rates and economic indicators.

Forecasts for this quarter suggests that natural gas prices will track higher than historical trend.

- ⇒ Lower production from new gas wells.
- ⇒ Natural gas is no longer in surplus. A bubble of oversupply depressed prices for 10 years. The gas market now sees the same shortages that have governed the oil market for a 25 years.
- ⇒ The long term price trend is up and gas traders will need a good reason to reverse this trend.

Factsheets

Natural Gas Supply: An Overview

Current Natural Gas Situation

As of June 2003, supply and demand for natural gas are delicately balanced. However, natural gas prices are significantly higher than this time last year: some prices have doubled for gas purchased by the companies that supply it to consumers. Storage levels are at near record lows while demand for natural gas is growing. In the short term, increases in demand due to weather (hot summer and/or cold winter) could stress the supply/demand balance. Also, hurricanes in the Gulf of Mexico could disrupt offshore natural gas production and reduce supply.

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Long-term Supply Outlook

Factors shaping long-term demand for natural gas:

- 80 percent of new electric generating capacity is natural gas fired.
- Demand is growing because clean-burning natural gas is a preferred fuel due to its environmental benefits.
- The U.S. Department of Energy's Energy Information Administration forecasts that natural gas demand will grow by more than 50 percent by 2025.
- The new domestic fields being found are smaller and have shorter lives.

Short-term Supply Potential Limited

In the short term, there is not much additional supply to be had. Some additional volumes of liquefied natural gas (LNG) might be imported and Canada may be able to provide a bit more supply. Our nation is suffering from the legacy of government policies that have discouraged the development of domestic natural gas supplies while, at the same time, encouraging consumption. And, substantial increases in supply cannot be expected in the short term as it takes a number of years to develop and produce new supplies and to build the pipelines needed to get the gas to consumers. What can be done in the short term is to emphasize energy efficiency and to conserve our energy use.

Government Policies Limit Supply

While natural gas demand has grown, government policies have limited potential supply:

- Within the last decade, moratoria that closed areas off the East and West Coasts and in the Eastern Gulf of Mexico were renewed. They extend to 2012 and affect an estimated 70 trillion cubic feet (Tcf) of natural gas resources.
- Even lands that are seemingly "available" for energy development have significant limits on development - in some cases, these restrictions are de facto removals from development.
 - A U.S. Department of the Interior study (required by the Energy Policy and Conservation Act - EPCA) found that limits imposed in conjunction with leases affected 36 percent of the lands in five key areas in the West - areas with about 15 Tcf of natural gas resources (24 million acres). And, this does not include additional restrictions that can be imposed after the leasing phase.

US petrol prices at all-time high

Americans are paying more at the pump for their petrol than ever thanks to the remorseless rise in oil prices, a study has found.

The AAA, a US motoring organisation, says prices now average almost \$1.74 a gallon (or about 25 pence a litre). That, the AAA said, was the result of high crude oil soaring to nearly \$40 a barrel and tightening stocks in the US. Adjusted for inflation, the price is the highest since 1985, in the wake of the 1970s oil shocks.

Twice during the 1970s, in 1973 and 1979, oil cartel Opec cut supplies, driving prices sky-high.

From 1974 to 1985, the US price of petrol - in 2002 dollars - never dropped below \$1.80, and soared as high as \$2.69 in 1981, according to the American Petroleum Institute.

Dollar in your pocket

But the AAA figures are the highest since then - and its spokesman pointed out that consumers do not adjust for inflation in the way they see prices.

"Inflation adjustment is very helpful for economists, but families and businesses pay in current dollars," he said.

Despite strengthening economic growth in the US, most people have seen wages stay flat in real terms and even in dollar terms in recent years.

The runup to the war in Iraq and the price rises since mean the current \$1.738-a-gallon rate is up almost 50% higher than the March 2002 price of \$1.215.

Crude oil prices are being kept high by a combination of impending Opec supply cuts and buying by the US government to refill its Strategic Petroleum Reserve.

In Europe, petrol prices average about \$5 a gallon.

Story from BBC NEWS

<http://news.bbc.co.uk/1/hi/business/3562865.stm>

Published: 2004/03/27 12:52:56 GMT

© BBC NEWS

(Gas) Fort Hill Natural Gas 2002 - 2003 Budget

Building	Account #	Line Item	Dates												YTD
July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	YTD			
Prostitution & Parole Bldg	2810730000	10-714-24109	34.86	39.67	37.79	46.95	166.59	336.76	547.14	617.07	267.69	122.96	45.89	-45.79	2,196.58
Agriculture Bldg	2108	10-714-84406	10.50	10.50	10.50	19.22	122.16	249.86	345.93	341.61	109.08	73.82	18.63	12.42	1,563.67
Washella Magistrate	28104	10-714-84207	16.01	19.85	15.44	19.68	95.84	205.07	287.07	392.37	171.72	80.21	26.27	18.05	1,242.19
Courthouse	7589	10-714-84508	11.00	11.00	11.00	11.79	400.87	2,135.89	2,788.57	2,584.77	1,544.62	54.72	11.00	17.32	10,476.18
New Courthouse	21000	10-714-84510	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,151.42	1,949.29	4,729.74	
Economic Development	8335	10-714-84707	11.00	11.00	11.00	11.00	182.98	293.26	293.26	405.11	208.00	109.60	30.95	16.00	1,700.68
Pine Street	8526	10-714-84778	11.00	11.00	11.00	19.42	300.27	635.82	1,047.53	1,130.76	547.33	187.68	37.47	12.00	4,029.11
Brown Bldg/DSS	6629	10-714-84729	22.22	24.22	24.20	24.00	111.64	218.58	318.58	286.16	177.74	106.95	40.46	51.22	1,832.05
			154.77	158.09	121.17	176.08	1,781.50	4,261.10	5,642.95	5,948.85	3,102.20	1,890.58	2,150.18	4,178.63	27,029.80

REV: 03/01/03

(Gas) Fort Hill Natural Gas 2003 - 2004 Budget

Building	Account #	Line Item	Dates												YTD
July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	YTD			
Prostitution & Parole Bldg	2810730000	10-714-24109	42.37	10.50	10.50	17.43	52.98	216.22	191.38	411.20	191.82	0.00	0.00	0.00	1,533.41
Heritage Museum	861	10-714-84213	24.06	11.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.95
Agriculture Bldg	2108	10-714-84406	10.50	10.50	10.50	28.23	59.37	292.05	447.75	414.82	198.00	73.82	18.63	12.42	1,576.51
Washella Magistrate	28104	10-714-84505	14.195	11.75	16.85	14.76	46.26	242.40	323.06	319.67	151.89	26.27	18.05	12.42	1,130.30
Courthouse	7589	10-714-84508	11.00	11.00	11.00	11.00	41.26	8.70	0.00	0.00	0.00	0.00	0.00	0.00	63.85
New Courthouse	21000	10-714-84510	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,971.93
Economic Development	8335	10-714-84707	11.00	11.00	11.00	11.00	182.98	293.26	293.26	405.11	208.00	109.60	30.95	16.00	1,855.42
Pine Street	8526	10-714-84728	11.00	11.00	11.00	19.42	300.27	635.82	1,047.53	1,130.76	547.33	187.68	37.47	12.00	4,029.11
Brown Bldg/DSS	6629	10-714-84729	22.22	24.22	24.20	24.00	111.64	218.58	318.58	286.16	177.74	106.95	40.46	51.22	1,278.26
Devco Bldg	28332	10-714-84733	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,294.13
			914.02	1,783.04	1,561.68	2,453.14	2,796.12	4,892.51	6,014.81	6,175.27	3,121.83	0.00	0.00	0.00	39,592.05

REV: 03/01/03

(PROPANE) AMERICAS 2003-2004 BUDGET

Account #	Line Item	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	YTD
2835000410	10-714-24112	0.00	0.00	0.00	0.00	521.80	312.12	502.22	752.90					1,919.11

To: BEAD LOU

COUNTY COUNCIL OF OCONEE COUNTY
RESOLUTION NO. 2004-03

A RESOLUTION CALLING FOR A REFERENDUM ON THE QUESTION OF WHETHER OCONEE COUNTY, SOUTH CAROLINA SHALL BE AUTHORIZED TO ACQUIRE BY INITIAL CONSTRUCTION OR PURCHASE, ESTABLISH, IMPLEMENT, OPERATE AND MAINTAIN A WATER AND SEWER SYSTEM OR SYSTEMS AND APPLY TO THE COSTS THEREOF TAXES, REVENUES OF SUCH SYSTEM OR SYSTEMS AND OTHER FUNDS AS DETERMINED BY OCONEE COUNTY

Through
THE
SEWER
COMMISSION

BE IT RESOLVED, that the Registration and Elections Commission of Oconee County shall cause to be held on _____ day of _____, 2004, a referendum to determine the wishes of a majority of the qualified electors of Oconee County on the questions of whether or not the County Government of Oconee County should acquire by initial construction or purchase, establish, implement, maintain, and operate a water and sewer system or systems, serving some or part of Oconee County and apply to the costs thereof taxes, revenues of such system or systems and other funds as determined by Oconee County.

BE IT FURTHER RESOLVED, that the Registration and Elections Commission of Oconee County in compliance with the requirements of Section 7-13-35 Code of Laws of South Carolina, 1976, as amended, shall cause to be published two notices of this referendum in *The Daily Journal*, the *Kennebec Courier*, and the *Westminster News*, newspapers of general circulation in Oconee County, published in the South Carolina municipalities of Seneca, Wallhalla and Westminster respectively. That said Notice of Referendum be in the form as set forth in Exhibit A, that the first publication of said Notice of Referendum shall be published not later than sixty days prior to the date of said referendum, and that the second publication of said notice shall be published in said newspapers not later than two weeks after the publication of the first notice.

BE IT FURTHER RESOLVED, that the Registration and Elections Commission of Oconee County do all things necessary to conduct the holding of said referendum in accordance with the laws of the State of South Carolina.

BE IT FURTHER RESOLVED, that the within Resolution is adopted without further reading and shall be effective upon the date of its adoption.

Adopted in meeting duly called and assembled this 6th day of April, 2004.

OCONEE COUNTY, SOUTH CAROLINA

ATTEST:

Kary R. Hamilton
Interim Supervisor/Chairman of County Council

Opal O. Grier
Clerk to County Council

NOTICE OF REFERENDUM
OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that pursuant to a Resolution adopted by the County Council of Oconee County on April 6, 2004, and the requirements of Section 16 of Article VIII of the Constitution of the State of South Carolina 1895, as amended, a referendum will be held in Oconee County on _____, 2004. The purpose of the referendum is to submit to all persons qualified to vote in Oconee County, South Carolina, under the Constitution and laws of the State of South Carolina the following question:

Question

Shall the County Council of Oconee County, South Carolina, be authorized to acquire by initial construction or purchase, establish, implement, operate and maintain a water and sewer system or systems and apply to the costs thereof taxes, revenues of such system or systems and other funds as determined by Oconee County?

In favor of Question _____

Opposed to Question _____

Every person offering to vote must be at least 18 years of age on the date of the Referendum, must reside in Oconee County, South Carolina and must be duly registered on the books of registration for Oconee County, South Carolina as an elector in the precinct in which he or she resides and offers to vote on or before the date on which said books of registration are closed for the Referendum, and must present his or her registration certificate or valid South Carolina driver's license or other form of identification containing a photograph issued by the South Carolina Department of Revenue and Taxation, if not licensed to drive. Any persons wishing to register to vote in this election, if registering by mail, must have such registration postmarked not later than _____, 2004, to the Registration and Elections Commission of Oconee County, 415 South Pine Street, Walhalla, South Carolina 29691, or, if registering to vote in person, must do so by no later than _____, 2004. Any such registered elector who has moved his or her place of residence within Oconee County, South Carolina after the date on which said books of registration are closed for the Referendum, but before the date of the Referendum, shall be entitled to vote in his or her previous precinct of residence in the Referendum, provided, however, in case any registered elector shall have moved from one precinct in the District to another precinct in the District within thirty days prior to _____, 2004, and shall have surrendered his registration certificate and has received a new certificate, such elector may vote in the precinct provided for by such new certificate. Persons who become of age during the 30-day period preceding the Referendum shall be entitled to register before the closing of the books if otherwise qualified.

Any person eligible to register to vote in the Referendum who has been discharged or separated from his service in the Armed Forces of the United States prior to _____, 2004, and has returned home too late to register at the time when registration is required, is entitled to register for the purpose of voting in the Referendum after the discharge or separation from service, up to 5:00 p.m. on the day of the Referendum. This application for registration must be made at the office of the Registration and Elections Commission of Oconee County, and if qualified, the person must be issued a registration notification stating the precinct in which he is entitled to vote and a certification to the managers of the precinct that he is entitled to vote and should be placed on the registration rolls of the precinct.

The polls shall be open from 7:00 a.m. until 7:00 p.m. at the polling places designated below and shall be open during these hours without intermission or adjournment. Appropriate vote recorders will be

provided at the polling places for the casting of ballots on the aforesaid question. Managers of Election will be appointed by the Registration and Elections Commission of Oconee County. The Managers of Election shall see that each person offering to vote takes the oath that he is qualified to vote at this election according to the Constitution of this State, and that he has not voted before in this election. The precincts within Oconee County and locations of the several polling places for such Referendum are as follows:

Precinct	Polling Place
Newry-Corinth	Newry Masonic Hall, 701 Broadway St., Newry
Earles Grove	Community Center, 398 Cedar Lane Rd., Westminster
Ravenel	Shiloh-Corinth Fire Station, 9401 Old Clemson Hwy., Seneca
Fair Play	Fair Play Elementary School, 150 School Rd., Fair Play
Friendship	Friendship Fire Station, 1307 Friendship Rd., Seneca
Holly Springs	Community Center, 125B Reese Cobb Rd., Westminster
Koowee	Koowee Fire Station, 7031 Koowee School Rd., Seneca
Long Creek	Community Center, 12351 Long Creek Hwy., Westminster
Mountain Rest	Community Center, 120 Verner Mill Rd., Mountain Rest
Madison	Cleveland Fire Station, 684 Cleveland Pike Rd., Westminster
Bountyland	Hamilton Career Center, 100 Vocational Dr., Seneca
Oakway	Oakway Middle School, 158 School House Rd., Westminster
Return	Return Baptist Fellowship Hall, 733 Return Church Rd., Seneca
Richland	Rock Springs Methodist Ch., 895 Poplar Spgs. Rd., Westminster
Salem	Salem City Hall, 5 Park Ave., Salem
Slamp Creek	Duke Power "World of Energy," 7812 Rochester Hwy., Seneca
Shiloh	Oconee County Airport, 305 Airport Rd., Seneca
South Union	South Union Fire Station, 111 Fire Station Rd., Westminster
Tamassee	Picket Post-Camp Oak Fire Station, 7660 N Hwy. 11, Walhalla
Tokeena-Providence	Cross Roads Baptist Church, 215 Cross Roads Dr., Seneca
Ulca	Tri-City Rescue Squad Bldg., 233 Goddard Ave., Seneca
Walhalla #1, #2	Walhalla Fire Station, 207 E. North Broad St., Walhalla
Westminster #1, #2	American Legion Hut, 205 Lucky St., Westminster
West Union	West Union Fire Station, 220 N Hwy. 11, West Union
Seneca #1, #2, #3, #4	Shaver Gymnasium, 698 W South 4 th St., Seneca

Voters who are blind, who are otherwise physically handicapped, or who are unable to read or write are entitled to assistance in casting their ballot. This assistance may be given by anyone the voter chooses except his employer, an agent of his employer, or an officer or agent of his union. The Managers of Election must be notified if assistance is needed. Voters who are unable to enter their polling place due to physical handicap or age may vote in the vehicle in which they drove, or were driven to the polls. When notified, the Managers will help voters effectuate this outside voting provision. Registered voters may be eligible to vote by absentee ballot. Persons wishing more information concerning absentee balloting should contact the Registration and Elections Commission of Oconee County at (864) 638-4196.

The Registration and Elections Commission of Oconee County shall hold a hearing on ballots challenged in the election on _____, 2004, at 10:30 a.m., at the office of the Registration and Elections Commission of Oconee County, 415 South Pine Street, Walhalla, South Carolina 29691. The process of examining the return-addressed envelopes containing absentee ballots will begin at 2:00 p.m. on _____, 2004.

Interim Supervisor/Chairman of County Council
Oconee County, South Carolina

Chairman, Registration and Elections
Commission of Oconee County

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned, Clerk to County Council of Oconee County, South Carolina (the "Council"),
DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of a Resolution duly adopted by
said Council at a meeting duly called and held on the 6th day of April, 2004, at which meeting all a
majority of the membership of said Council were present, and voted unanimously in favor of the adoption
thereof.

That said Resolution was duly offered and seconded and unanimously adopted by those present.
That the original of said Resolution is duly entered in the permanent records of said Council, in my
custody as such Clerk to Council.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the Council this 6th day
of April, 2004.

(SEAL)

Clerk to County Council,
Oconee County, South Carolina

COUNTY COUNCIL OF OCONEE COUNTY
RESOLUTION NO. 2004.04

A RESOLUTION CALLING FOR A REFERENDUM ON THE QUESTION OF WHETHER OCONEE COUNTY, SOUTH CAROLINA SHALL BE AUTHORIZED TO ACQUIRE BY INITIAL CONSTRUCTION OR PURCHASE, ESTABLISH, IMPLEMENT, OPERATE AND MAINTAIN A SEWER SYSTEM OR SYSTEMS AND APPLY TO THE COSTS THEREOF TAXES, REVENUES OF SUCH SYSTEM OR SYSTEMS AND OTHER FUNDS AS DETERMINED BY OCONEE COUNTY.

BE IT RESOLVED, that the Registration and Elections Commission of Oconee County shall cause to be held on _____ day of _____, 2004, a referendum to determine the wishes of a majority of the qualified electors of Oconee County on the questions of whether or not the County Government of Oconee County should acquire by initial construction or purchase, establish, implement, maintain, and operate a sewer system or systems, serving some or part of Oconee County and apply to the costs thereof taxes, revenues of such system or systems and other funds as determined by Oconee County.

BE IT FURTHER RESOLVED, that the Registration and Elections Commission of Oconee County in compliance with the requirements of Section 7-15-35 Code of Laws of South Carolina, 1976, as amended, shall cause to be published two notices of this referendum in *The Daily Journal*, the *Keowee Courier*, and the *Westminster News*, newspapers of general circulation in Oconee County; published in the South Carolina municipalities of Seneca, Walhalla and Westminster respectively. That said Notice of Referendum be in the form as set forth in Exhibit A, that the first publication of said Notice of Referendum shall be published not later than sixty days prior to the date of said referendum, and that the second publication of said notice shall be published in said newspapers not later than two weeks after the publication of the first notice.

BE IT FURTHER RESOLVED, that the Registration and Elections Commission of Oconee County do all things necessary to conduct the holding of said referendum in accordance with the laws of the State of South Carolina.

BE IT FURTHER RESOLVED, that this within Resolution is adopted without further reading and shall be effective upon the date of its adoption.

Adopted in meeting duly called and assembled this 6th day of April, 2004.

OCONEE COUNTY, SOUTH CAROLINA.

ATTEST:

Harry R. Hamilton
Incumbent Supervisor/Chairman of County Council

Opal D. Green
Clerk to County Council

NOTICE OF REFERENDUM
OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that pursuant to a Resolution adopted by the County Council of Oconee County on April 6, 2004, and the requirements of Section 16 of Article VIII of the Constitution of the State of South Carolina 1895, as amended, a referendum will be held in Oconee County on _____, 2004. The purpose of the referendum is to submit to all persons qualified to vote in Oconee County, South Carolina, under the Constitution and laws of the State of South Carolina the following question:

Question:

Shall the County Council of Oconee County, South Carolina, be authorized to acquire by initial construction or purchase, establish, implement, operate and maintain a sewer system or systems and apply to the costs thereof taxes, revenues of such system or systems and other funds as determined by Oconee County?

In favor of Question _____

Opposed to Question _____

Every person offering to vote must be at least 18 years of age on the date of the Referendum, must reside in Oconee County, South Carolina and must be duly registered on the books of registration for Oconee County, South Carolina as an elector in the precinct in which he or she resides and offers to vote on or before the date on which said books of registration are closed for the Referendum, and must present his or her registration certificate or valid South Carolina driver's license or other form of identification containing a photograph issued by the South Carolina Department of Revenue and Taxation, if not licensed to drive. Any persons wishing to register to vote in this election, if registering by mail, must have such registration postmarked not later than _____, 2004, to the Registration and Elections Commission of Oconee County, 415 South Pine Street, Walhalla, South Carolina 29691, or, if registering to vote in person, must do so by no later than _____, 2004. Any such registered elector who has moved his or her place of residence within Oconee County, South Carolina after the date on which said books of registration are closed for the Referendum, but before the date of the Referendum, shall be entitled to vote in his or her previous precinct of residence in the Referendum; provided, however, in case any registered elector shall have moved from one precinct in the District to another precinct in the District within thirty days prior to _____, 2004, and shall have surrendered his registration certificate and has received a new certificate, such elector may vote in the precinct provided for by such new certificate. Persons who become of age during the 30-day period preceding the Referendum shall be entitled to register before the closing of the books if otherwise qualified.

Any person eligible to register to vote in the Referendum who has been discharged or separated from his service in the Armed Forces of the United States prior to _____, 2004, and has returned home too late to register at the time when registration is required, is entitled to register for the purpose of voting in the Referendum after the discharge or separation from service, up to 5:00 p.m. on the day of the Referendum. This application for registration must be made at the office of the Registration and Elections Commission of Oconee County, and if qualified, the person must be issued a registration notification stating the precinct in which he is entitled to vote and a certification to the managers of the precinct that he is entitled to vote and should be placed on the registration rolls of the precinct.

The polls shall be open from 7:00 a.m. until 7:00 p.m. at the polling places designated below and shall be open during these hours without intermission or adjournment. Appropriate vote recorders will be

provided at the polling places for the casting of ballots on the aforesaid question. Managers of Election will be appointed by the Registration and Elections Commission of Oconee County. The Managers of Election shall see that each person offering to vote takes the oath that he is qualified to vote at this election according to the Constitution of this State, and that he has not voted before in this election. The precincts within Oconee County and locations of the several polling places for such Referendum are as follows:

Precinct	Polling Place
Newry-Corinth	Newry Masonic Hall, 701 Broadway St., Newry
Earles Grove	Community Center, 398 Cedar Lane Rd., Westminster
Revel	Shiloh-Corinth Fire Station, 9401 Old Clerason Hwy., Seneca
Fair Play	Fair Play Elementary School, 150 School Rd., Fair Play
Friendship	Friendship Fire Station, 1307 Friendship Rd., Seneca
Holly Springs	Community Center, 125B Reese Cobb Rd., Westminster
Keowee	Keowee Fire Station, 7031 Keowee School Rd., Seneca
Long Creek	Community Center, 12351 Long Creek Hwy., Westminster
Mountain Rest	Community Center, 120 Veruer Mill Rd., Mountain Rest
Madison	Cleveland Fire Station, 664 Cleveland Pike Rd., Westminster
Bountyland	Hamilton Career Center, 100 Vocational Dr., Seneca
Oakway	Oakway Middle School, 150 School House Rd., Westminster
Return	Return Baptist Fellowship Hall, 735 Return Church Rd., Seneca
Richland	Rock Springs Methodist Ch., 895 Poplar Spgs. Rd., Westminster
Salem	Salem City Hall, 5 Park Ave., Salem
Stump Creek	Duke Power "World of Energy," 7812 Rochester Hwy., Seneca
Shiloh	Oconee County Airport, 365 Airport Rd., Seneca
South Union	South Union Fire Station, 111 Fire Station Rd., Westminster
Tennessee	Picket Post-Camp Oak Fire Station, 7660 N Hwy. 11, Walhalla
Tokeena-Providence	Cross Roads Baptist Church, 215 Cross Roads Dr., Seneca
Utica	Tri-City Rescue Squad Bldg., 233 Goddard Ave., Seneca
Walhalla #1, #2	Walhalla Fire Station, 207 E. North Broad St., Walhalla
Westminster #1, #2	American Legion Hut, 205 Lucky St., Westminster
West Union	West Union Fire Station, 220 N Hwy. 11, West Union
Seneca #1, #2, #3, #4	Shaver Gymnasium, 698 W South 4 th St., Seneca

Voters who are blind, who are otherwise physically handicapped, or who are unable to read or write are entitled to assistance in casting their ballot. This assistance may be given by anyone the voter chooses except his employer, an agent of his employer, or an officer or agent of his union. The Managers of Election must be notified if assistance is needed. Voters who are unable to enter their polling place due to physical handicap or age may vote in the vehicle in which they drove, or were driven to the polls. When notified, the Managers will help voters effectuate this curbside voting provision. Registered voters may be eligible to vote by absentee ballot. Persons wishing more information concerning absentee balloting should contact the Registration and Elections Commission of Oconee County at (864) 638-4196.

The Registration and Elections Commission of Oconee County shall hold a hearing on ballots challenged in the election on _____, 2014, at 10:00 a.m., at the office of the Registration and Elections Commission of Oconee County, 415 South Pine Street, Walhalla, South Carolina 29691. The process of examining the return-addressed envelopes containing absentee ballots will begin at 2:00 p.m. on _____, 2014.

Interim Supervisor/Chairman of County Council
Oconee County, South Carolina

Chairman, Registration and Elections
Commission of Oconee County

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned, Clerk to County Council of Oconee County, South Carolina (the "Council"),
DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of a Resolution duly adopted by
said Council at a meeting duly called and held on the 6th day of April, 2004, at which meeting a
majority of the membership of said Council were present, and voted unanimously in favor of the adoption
thereof.

That said Resolution was duly offered and seconded and unanimously adopted by those present.
That the original of said Resolution is duly entered in the permanent records of said Council, in my
custody as such Clerk to Council.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the Council this 6th day
of April, 2004.

(SEAL)

Clerk to County Council,
Oconee County, South Carolina

(Revised 3/31/04)

STATE OF SOUTH CAROLINA

)

INTERGOVERNMENTAL

)

AGREEMENT

COUNTY OF OCONEE

)

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this _____ day of _____, 2004, by and between OCONEE COUNTY, South Carolina, hereinafter called "the County", and the CITY OF _____, hereinafter called "the City", and the OCONEE COUNTY SEWER COMMISSION, hereinafter called "the Commission", and it is hereby contracted and agreed by and between the parties hereto as follows:

ARTICLE I

The governing body of each of these entities has found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers.

NOW THEREFORE, for and in consideration of the terms and conditions herein, the parties do hereby agree as follows:

FACTUAL BACKGROUND

Section 1.01

1) The CITY is a municipal corporation duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto. The CITY has heretofore established and now operates a municipal water and sewer system, which generally serves the entire area of the CITY and populated areas immediately adjacent to its corporate limits.

2) The COUNTY is a body corporate and politic which is governed by a County Council and which, by virtue of Section 16 of Article VIII of the Constitution of the State of South Carolina,

as well as other enabling legislation, is fully empowered to enter into this Intergovernmental Agreement.

3) The COMMISSION is a Commission created by S.C. Legislative Act in 1971 and currently organized pursuant to Oconee County Ordinance 78-2 whose primary function is to transport and treat wastewater and to collect wastewater in accordance with this Agreement.

4) As a means of setting forth the matters of essential inducement which have resulted in the making of this Intergovernmental Agreement, the parties hereto agree that the pertinent facts with respect thereto are set forth in the remaining sections of this Article.

5) The County and the City agree that it is in the best interest of both the County and the City for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County. The County and the City agree that in order for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County that water and sewer infrastructure will be necessary.

6) The County and City agree that nothing in this Intergovernmental Agreement shall be construed as an impediment to annexation by the City. The parties agree that the City may make connection to the city water system contingent upon annexation notwithstanding the provisions of Section 4.03 herein.

7) The County and City agree that the intent of the Agreement is:

- (a) To facilitate the working together of the County and the Cities for their mutual benefit and progress through the expansion of sewer systems and water systems.
- (b) To protect the Cities from the costs related from system expansions outside of municipal limits, unless the cities decide to expand their systems outside of their municipal limits.

(c) To assure fair treatment for entities wishing to connect to the water and sewer system and receive water and sewer service.

(d) To state that the County, Commission and City understood that a different rate structure should apply for water and/or sewer service outside of a City's municipal limits and that Cities and Commission should receive a return for providing water and/or sewer service, and that this return is essential for maintaining the current system and for expansion of the system.

(e) NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS ALTERING OR CHANGING ANY AGREEMENTS BETWEEN THE SIGNATURES OF THIS AGREEMENT CONCERNING WATER AND/OR SEWER TERRITORIES.

ARTICLE II

DEFINITIONS

Section 2.01

In this Intergovernmental Agreement, unless a different meaning appears from the context:

- 1) AGREEMENT shall mean this document, duly executed by the parties, and all amendments hereinafter made.
- 2) ARTICLES, SECTIONS and PARAGRAPHS mentioned by number are the respective Articles, Sections and Paragraphs so numbered.
- 3) CITY shall mean the City of _____, as identified in Section 1.01 (1).
- 4) COLLECTION SYSTEM are those whose primary function is the collection of sewage from multiple and individual users in pipes eight (8") inches in diameter or larger with a manhole. Collection systems would normally include areas such as subdivisions, or streets where numbers of users exist, and from where sewage must be collected.
- 5) COMMISSION shall mean the Oconee County Sewer Commission.
- 6) COUNTY shall mean Oconee County.
- 7) DHEC shall mean South Carolina Department of Health and Environmental Control.
- 8) EPA shall mean the Environmental Protection Agency, an agency of the United States Government.

- 9) **FORCE MAINS** shall mean the discharge pipes from sewer pump stations that transport sewer under pressure, as contrasted to gravity lines which transport sewer by the natural fall of water in a downhill direction.
- 10) **OCSC** shall mean the Oconee County Sewer Commission.
- 11) **PARTY OR PARTIES** shall mean the signatories to this Intergovernmental Agreement and their successors and assigns.
- 12) **PIONEER** shall mean Pioneer Rural Water District.
- 13) **PUBLICLY OWNED TREATMENT WORKS or POTW** shall mean any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a municipal or regional treatment plant.
- 14) **SERVICE CONNECTION** shall mean a connection from an individual sewer user to a sewer main. Service connections are primarily mechanical connections of a smaller diameter sewer lateral to the larger diameter sewer main, as compared to connecting the lateral to a manhole.
- 15) **SEWAGE TREATMENT PLANT** shall mean any arrangement of devices and structures used for treating sewage.
- 16) **SEWER MAIN** shall mean an eight (8") inch or larger diameter pipe to which service lines may be connected, or through which collected sewage may be transported.
- 17) **SINGLE SERVICE LINE** shall mean a single line that serves only one customer that is owned by the individual customer and whose line is less than eight (8") inches in diameter.
- 18) **TRANSPORTATION FACILITIES** shall mean those facilities whose primary function is the pumping or moving of sewage from the collection system to the treatment plant. This does not mean

that there are not individual users added anywhere on the transportation system, only that the primary function is the transport or movement of sewage, not collection.

19) **TRUNKLINES** shall mean the (usually) larger diameter gravity sewer pipes used for transportation of sewage. Collection systems would normally discharge into trunklines or into pump stations that would discharge into trunklines.

20) **DEFINITION OF FEES:**

One Time Fees

(a) "Connection Fee" or "Tap Fee" is a fee charged to the user for the cost of physically connecting to the sewer system. This fee shall be set by the OCSC or the City (depending on the entity that owns the sewer main to which the connection is being made) based on the actual cost to the utility for connecting to the sewer system. The City's Connection Fee or Tap Fee shall be uniform throughout the City's sewer system outside of the City's city limits.

(b) "Treatment Impact Fee" is a fee charged for the user's allocation of treatment capacity in the treatment plant. This fee shall be based on a uniform formula throughout the Commission and City system. This fee shall be set by the OCSC in accordance with Oconee County Ordinance 89-6 which references DHEC contributory guidelines.

(c) "Municipal Collection System User/Impact Fee" is a fee charged for the user's allocation of transportation capacity in the existing Municipal collection system. This fee shall be set by the City in accordance with DHEC contributory guidelines.

(d) "Oconee County Sewer Commission Collection System Impact Fee" is a fee charged for the user's allocation of capacity in the OCSC collection system. This fee shall be set by the OCSC in accordance with DHEC contributory guidelines.

Monthly Fees

The user will be charged a monthly fee by the City or the OCSC, depending upon the line to which the user connects. The City and/or the OCSC shall set monthly fees based upon zones in which the user exists. The following list are factors the City and/or OCSC will consider in setting monthly fees.

- (a) "Billing Fee" is an administrative cost associated with billing by the City.
- (b) "Depreciation" is the cost of the declining value and need for future replacement or refurbishment of the facilities, based on the expected life of the facilities. Depreciation shall be based on the actual cost of the new system and shall be funded at in accordance with standard accounting practices. Collection systems shall be depreciated over fifty years and Trunklines, Force Mains, and Pump Stations shall be depreciated over twenty (20) years.
- (c) "Collector lines operation and maintenance (O&M)" is the cost of personnel, repairs, chemicals, utilities and other costs associated with the running and upkeep of equipment or facilities associated with the collection system to which the user is connected. (This is the O&M for the system expansion itself.)
- (d) "Pumping charge" is the cost of the O&M on the pumps used by the Cities to transport the sewage to the OCSC system.
- (e) "Reimbursement fee" is a portion of the project cost that would be collected and returned to the County (could be part one-time fee and part monthly flow-based fee).
- (f) "Transportation fee" is the cost of transporting the sewage through the City system and includes lift charges. This represents the cost of transporting sewage from a system or project through a City system. This does not include pumping charge.

(g) "Treatment fee" is a fee charged for the cost of the treatment of the sewage by the OCSC. This fee shall be set by the OCSC.

AGREEMENT

The COUNTY, COMMISSION and CITY mutually agree, each with the other, as follows:

ARTICLE III

AGREEMENT CONCERNING SEWER

This Article shall only apply to sewer issues.

Section 3.01

The COUNTY, through the COMMISSION and/or the Commission, may construct, own and operate a sewer collection and transportation system in the unincorporated areas of Oconee County. The COUNTY and the COMMISSION agree that the CITY shall have the first option to construct and/or own and operate sewer lines in the unincorporated areas of the COUNTY, subject to section 3.02 herein. Nothing in this section or in this Agreement shall be construed as creating an obligation on the CITY, COUNTY, COMMISSION or Pioneer to construct a sewer line.

Section 3.02

The CITY, COUNTY AND COMMISSION agree that the public entity providing water in an unincorporated area of the County shall have the first right to construct and own and operate sewer lines in that area. In the event that said entity declines to construct, own and operate said sewer line, any other party to this Agreement may exercise the right to construct, own and operate the sewer line. If two or more parties to this Agreement decide to construct, own and operate said sewer line, the Commission shall decide which entity shall be entitled to said line and the Commission's decision shall be final.

Section 3.03

In the event that the CITY wishes to accept sewer lines owned and operated by the COMMISSION, the CITY shall have the right to accept said lines based on the following if the COMMISSION agrees to allow the CITY to accept said lines:

a. In the event that the County or the OCSC is receiving a Reimbursement Fee as defined herein, the City shall collect said fees from the users of the system and remit the fee to the County or OCSC until such time as Reimbursement has been paid in full.

b. The City may pay to the County or OCSC the County's or OCSC's actual cost for the system minus any amount the County or OCSC's has been reimbursed for the cost of the system.

c. If the County or OCSC has not expended funds for the system (ie, the system was paid for by grant money or the owner/developer), the City may accept the system at no cost to the City.

d. The County and OCSC may agree to allow the City to accept the system at no cost even if the County and/or OCSC has paid for the construction of the system.

Section 3.04

In the event that the COMMISSION has a customer on City water that connects to the County/Commission sewer system, the CITY agrees to bill said customer for sewer services at a rate to be determined by the COMMISSION. The CITY shall be entitled to receive an administrative fee for providing the billing service. This fee shall be negotiated between the City and the OCSC.

Section 3.05

The CITY agrees to allow the COUNTY, through the COMMISSION, and the COMMISSION to connect its sewer lines to City sewer lines for transportation to a wastewater treatment plant operated by the COMMISSION.

Section 3.06

The COUNTY, the CITY and the COMMISSION agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing CITY or COMMISSION sewer line outside of the municipal city limits shall have the right to connect to the COMMISSION or CITY system IF said entity satisfies the requirements set forth below:

- a) Entities requesting to connect to a COUNTY or CITY line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on down stream facilities, and a basic design of the system sufficient to handle the entity's needs, including any desired future flow increases based on growth. The study shall be presented to the COUNTY, COMMISSION, and the CITY (where applicable). A feasibility study shall not be required if the new line is a single residential service line and the maximum sewage output will be less than 400 gallons per day. The necessity of having a feasibility study may be waived by mutual consent of the

COMMISSION and CITY (where applicable). The CITY'S consent to waive a feasibility study will be necessary when any sewage from the prospective entity will flow through a line owned by the CITY. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or CITY (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

- b) Entities requesting to connect to a COMMISSION or CITY line must have the new system designed by an engineer licensed in the State of South Carolina. The design shall be presented to the COUNTY, COMMISSION, and the CITY (where applicable) for approval. The design shall meet Federal, State and local requirements and specifications. The design may be disapproved by the COUNTY, COMMISSION, and CITY (where applicable) if the design does not meet Federal, State and local requirements and specifications. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or CITY (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.
- c) Entities requesting to connect to existing sewer facilities shall be responsible for (1) All costs associated with the construction of the new system, and (2) All costs of connecting to the existing system. These costs shall include any upgrades necessary to accommodate the increased flow in the existing system. In addition, the sewer customer shall pay a monthly fee to be determined by the CITY or COMMISSION. The monthly fee shall include fees for operation, maintenance, depreciation, treatment, debt service and transportation.

- d) Any entity requesting to connect to an existing sewer system pursuant to this agreement shall be required to obtain all necessary right of ways for the new system.
- e) Any entity requesting to connect to the COMMISSION or CITY sewer system shall construct the new system in accordance with the sewer specifications of the COMMISSION or CITY that will own and operate the sewer system to which the entity intends to connect. These specifications may be changed, from time to time, by mutual agreement of the COUNTY, COMMISSION, and CITY. The COMMISSION and CITY (where applicable) shall have the right to inspect and test the new system throughout the construction phase of the project. The COMMISSION and CITY may deny connection to the system if the new construction is not built to the specifications set forth in this section. The COMMISSION or CITY shall maintain uniform specifications throughout the COMMISSION or CITY system.
- f) Notwithstanding any other section in this Intergovernmental Agreement and any rights this Agreement may give to entities as defined herein, connection to the COUNTY or CITY system may be denied for any reason with the mutual consent of the COUNTY, COMMISSION and CITY.

Section 3.07

In the event that a dispute arises under Section 3.06 of this Agreement, any party to the dispute may adjudicate the dispute in accordance with the following provisions. This dispute resolution process only applies to Section 3.06 of this Agreement. THE HEARING BOARD AS SET FORTH IN SUB-SECTION (C) BELOW SHALL NOT HAVE THE JURISDICTION TO

REQUIRE THE CITY OR COMMISSION TO CHANGE ITS STANDARD SPECIFICATIONS AND/OR REQUIREMENTS.

(a) Either party to dispute may request a hearing on the disputed issue before the the Superintendent of the Commission. The Superintendent shall meet with the parties in an attempt to resolve the conflict within ten (10) business days. If the parties are unable to resolve the conflict, the Superintendent shall conduct a hearing within five (5) business days and shall issue a written decision on the issue in dispute.

(b) Either party may appeal the Superintendent's decision to the Commission within ten (10) business days of said decision. The Commission shall hear the appeal within ten (10) business days. Any member of the Commission who is employed by a party to the dispute shall not participate with the Commission on the appeal. The Commission shall render a written decision within ten (10) business days of the hearing date.

(c) Either party may appeal the Commission's decision to the Hearing Board within ten (10) business days. The Hearing Board shall consist of three people. Each party to the dispute shall select one member of the Hearing Board and the two members of the Hearing Board selected by the parties shall select the third member of the Hearing Board. If the two members of the Hearing Board cannot agree on the third member, the third member shall be selected by the American Arbitration Association. The third arbitrator shall specialize in utilities law. The decision of the Hearing Board shall be final and binding on the parties to the dispute. The Hearing Board may assess costs, including attorney's fees, against the non-prevailing party to the dispute.

ARTICLE IV

AGREEMENT CONCERNING WATER

This Article shall only apply to water issues.

Section 4.01

THE COUNTY AGREES THAT IT WILL NOT COMPETE WITH PIONEER, THE CITIES OF SALEM, SENECA, WALHALLA, WESTMINSTER, AND THE TOWN OF WEST UNION IN THE SALE OF WATER. The parties agree that there will be times that the COUNTY may wish to construct water lines in the unincorporated area of Oconee County or financially assist in the construction of a water line or a water project by the CITY. In the event that the COUNTY decides to construct a water line in the unincorporated areas of the COUNTY and the supply of that water will come from a city water line, the CITY agrees to own, operate and maintain said water line after the construction of the line. The COUNTY agrees to construct said lines in accordance with all city specifications and the CITY agrees to inspect the construction to insure compliance with its specifications.

Section 4.02

In the event the COUNTY seeks to be reimbursed for its financial contribution to a waterline or water project, the CITY agrees to add a reimbursement fee (the amount to be determined by the CITY and the COUNTY on a case by case basis) to the monthly water bills of the CITY's customers who benefit from the water line or water project.

Section 4.03

The COUNTY and the CITY agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing City water line outside of the municipal city limits shall have the right to connect to said water system IF said entity satisfies the requirements set forth below:

- a) Entities requesting to connect to a City line must have a feasibility study done by

an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on existing facilities, and a basic design of the system sufficient to handle the entities needs, including any desired future flow increases based on growth. The study shall be presented to the City.

b) Entities requesting to connect to a City line must have a new system designed by an engineer licensed in the State of South Carolina. This design shall be presented to the City for approval. The design shall meet Federal, State and City requirements and specifications. The design may be disapproved by the City if the design does not meet Federal, State, and City requirements and specifications.

c) Entities requesting to connect to existing water facilities shall be responsible for

(1) All costs associated with the construction of the new system; and

(2) All costs of connecting to the existing system.

These costs shall include any upgrades necessary to accommodate increased flow in the existing system.

(d) Any entity requesting to connect to an existing water system pursuant to this agreement shall be required to obtain all necessary right-of-ways for the new system.

(e) Any entity requesting to connect to the City water system shall construct the new system in accordance with the water specifications of the City that will own and operate the water system to which the entity intends to connect. The City shall have the right to inspect and test the new system throughout the construction phase of the project. The City may deny connection through the system if the new construction is not built to the specifications required by the City. The City shall maintain uniform specifications throughout its water system.

(f) Notwithstanding any other section in this Intergovernmental Agreement and any

rights that this Agreement may give to entities as defined herein, connection to the City system may be denied for any reason with the mutual consent of the County and City.

ARTICLE V

Section 5.01

In the event that any part of this Agreement shall be held invalid or unenforceable by any Court or Tribunal, the remaining portions of this Agreement shall continue to be binding between the parties.

Section 5.02

FORCE MAEJURE notwithstanding any provisions to the contrary, neither party shall be in default under this Agreement and such party's performance of such obligation or obligations (except as to payment of all required monetary sums) shall be excused and extended if and to the extent that any failure or delay in such party's performance of one or more of its obligations under this Agreement is caused by any of the following conditions if delay is beyond the reasonable control of such party: act of God; fire; explosion; flood; vandalism; war; military authority; or civil disorder; strikes or other labor disputes; any code, law, regulations, order, rule, regulation, direction, action, or request of any local, state, or federal government entity or court, national emergencies, insurrections, or riots; or any other condition or circumstance beyond reasonable control of the subject party which materially impedes such party's performance. The party claiming relief under this Article shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the party claiming relief shall exercise reasonable efforts to minimize the time of any such delay.

Section 5.03

This Agreement represents the entire and integrated Agreement between the parties and incorporates and supersedes all prior negotiations and representations made during negotiations of the Sewer and Water Action Group, either written or oral that have been conducted or made during the negotiation process of this Agreement. This Agreement may be amended only by written instrument signed by the parties and may not be assigned without prior written consent of the parties. The Agreement shall inure to the benefit of the parties and their successors-in-interest.

Section 5.04

The parties understand and agree that the Cities of Salem, Seneca, Walhalla, Westminster, and West Union and Pioneer Water District shall all be signing separate Agreements with the COUNTY and COMMISSION, but the parties understand and agree that the above named Cities and Pioneer Water District are binding themselves to themselves in addition to the COUNTY and COMMISSION by executing this Agreement. This Agreement shall not supersede any existing contracts between the COUNTY, COMMISSION and/or CITIES or Pioneer Water District. If there is a conflict between a specific provision in a pre-existing contract and a specific provision in this Agreement, this Agreement shall apply. The parties agree that Federal and State laws and regulations shall apply to the parties. The parties agree that County and City laws, regulations, rules and ordinances not in conflict with this Agreement shall apply to the parties.

Section 5.05

This Agreement shall be in force and effect until March 31, 2018.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

MEMORANDUM OF UNDERSTANDING

Oconee County (hereinafter "County"), the Oconee County Sewer Commission (hereinafter "Commission"), the Cities of Salem, Seneca, Walhalla, Westminster, and the Town of West Union (hereinafter collectively referred to as "Cities"), and Pioneer Rural Water District (hereinafter "Pioneer") have been in the process of negotiating an Intergovernmental Agreement concerning water and sewer issues in Oconee County. At this time, the County, Commission, Cities and Pioneer wish to clarify several issues that are not dealt with in the above referenced Intergovernmental Agreement. The agreement of the signatories below is as follows:

1. As of April 2004, Oconee County, through the Oconee County Sewer Commission, operates one wastewater treatment plant (the Concross Creek Wastewater Treatment Plant). The Commission in setting sewer rates, has included depreciation for the County/Commission system. In a prior Memorandum of Understanding, the County and the Commission have agreed that the County shall not take any action that would cause funds held in Sewer Commission accounts to be co-mingled or appropriated by the County. The parties understand and acknowledge that in the future, additional sewer systems in Oconee County may be constructed and operated by the Commission. The parties agree that funds set aside by the Commission for depreciation can only be used by the Commission for upgrades and replacement of sewer lines and equipment within the sewer system from which the depreciation funds are collected.

2. The current makeup of the Sewer Commission is set out to set forth in Oconee County Ordinance 78-2. The current makeup of the Sewer Commission is intended to reflect representation based on the actual users of the system. The parties agree and understand that as the sewer system expands in the incorporated areas of the County, it may be necessary to increase representation on the Commission to include parties involved in new sewer systems. The parties agree that in the event that the makeup and/or number of representatives on the Sewer Commission is changed, the parties agree to work together to ensure that interested parties are properly represented on the Sewer Commission and that said representation reflects, and as closely as possible, the users of the sewer system.

3. Under Oconee County Ordinance 78-2, the Cities of Seneca, Walhalla and Westminster send nominees for the Commission to the Oconee County Council for approval. The parties agree that all nominees submitted to Oconee County for approval must in fact be submitted and voted on by Council.

LEC Construction Proposals,
MB Kahn Contract

The following proposed changes were discussed at the Capital Projects Management Team meeting on April 6, 2014 and came as a recommendation from that committee.

PR #	PR Amount	est/actual cost	Amount	Balance
Balance from 3-16-04				194,855.43
PR's				
10	Mag. str./EMA	36,000.00 est	36,000.00	158,855.43
25	Balistic glazing	30,776.00	30,776.00	128,079.43
36	911 Grounding and equipment enclosures	20,029.00	20,029.00	108,050.43
38	Paving	30,468.00	50,468.00	57,582.43
Subtotal PR's		131,273.00		
Other Anticipated Changes/Obligations				
a	Phase 2 work delay (911 move)	Unknown		
b	Design fee for PR's to date	14,182.00		
c	Grading/landscaping	td		
d	irrigation system	td		
Revised PO Amount				
Original PO amount (MB Kahn)		5,853,413.00		
Change Order 1-4 (Includes PR's 1-9, 12, 15, 18, 20, 22)		-118,911.00		
PR's approved 3-16-04		108,860.00		
Proposed PR's		131,273.00		
Revised PO amount		5,774,635.00		

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ORDINANCE 2004-

AN ORDINANCE TO REGULATE FALSE FIRE ALARMS TO WHICH
OCONEE COUNTY RURAL FIRE DEPARTMENTS RESPOND

WHEREAS, Oconee County Rural Fire Departments respond on a regular basis to fire alarms which turn out to be false alarms; and

WHEREAS, responding to false fire alarms requires Rural Fire Departments to expend money and manpower; and

WHEREAS, some locations have false fire alarms on a regular basis; and

WHEREAS, County Rural Fire Departments are unable to determine whether or not an alarm is false or not without responding to the call, thereby necessitating a response to each alarm.

NOW, THEREFORE, BE IT ORDAINED, by the Oconee County Council, in session, duly assembled and with quorum present and voting, the following:

(A) Maximum limit per thirty (30) day period. Every establishment or resident within the unincorporated areas of Oconee County having a fire alarm system shall be entitled to report a maximum of two (2) false alarms to an Oconee County Rural Fire Department within a thirty (30) days period without charge.

(B) Service Charge. After determining that an Oconee County Rural Fire Department has responded to and arrived at the location of a false call or alarm, a fine shall be levied against the owner or lessee as follows:

- (1) 1st and 2nd false call - no charge;
- (2) 3rd false call and each additional false call within a thirty (30) day period - \$100.00

(C) The fine shall be paid to the Oconee County Magistrate's Office. The County portion of the fine shall be remitted to the Oconee County Rural Fire Department or Departments that respond to the false call.

DONE AND RATIFIED on First Reading this _____ day of _____ 2004, by a vote of:

_____ YES

_____ NO

_____, Clerk

DONE AND RATIFIED on Second Reading this _____ day of _____, 2004, by a vote of:

_____ : YES

_____ : NO

_____, Clerk

DONE AND RATIFIED on a Third and final Reading this _____ day of _____, 2004, by a vote of:

_____ : YES

_____ : NO

Chairman-Supervisor

Attest:

_____, Clerk

OCONEE COUNTY COUNCIL

ORDINANCE NO. 2004-

AN ORDINANCE SETTING FORTH AN OCONEE COUNTY COMPUTER/
INTERNET/ EMAIL POLICY

BY OCONEE COUNTY COUNCIL, in Council duly assembled, with a quorum present and voting, and upon third and final reading as indicated below.

BE IT ORDAINED:

Section I. Name, Purpose, Effective Date

This Ordinance shall be known, in addition to its number, as "An Ordinance Setting Forth the County Computer/Internet/Email Policy, and shall become effective upon third and final reading and passing of this Ordinance by County Council."

Section II. Definitions

For purposes of this Ordinance, the term "COMPUTER SYSTEM" is defined as any county-owned computer, peripheral or network including but not limited to a handheld, laptop, desktop, server, printer, scanner, router, hub, or data transmission line or any device connected to any component of the system. Non-county owned equipment connected to any component of a county-owned computer system is included in this definition. This policy applies to all officers, employees and elected officials of the County of Oconee, whether or not during normal business hours and whether on County of Oconee premises or elsewhere. As used in this Ordinance, "county" refers to the County of Oconee, a local government entity of the State of South Carolina.

Section III. The County hereby adopts the following policy:

1. County of Oconee computer systems are for the purpose of providing governmental services to the people of Oconee County. Employees, officers and officials will use them for this purpose and no other reason. Access to computer systems and networks owned or operated by Oconee County imposes certain responsibilities and obligations on county employees and officials (hereinafter termed "users") and is subject to state government policies, local, state and federal laws. Acceptable use always is ethical, responsible, efficient, legal, reflects honesty, and show restraint in the consumption of shared resources. It demonstrates respect for intellectual property, ownership of information, system security mechanisms, and the individual's rights to privacy and freedom from intimidation, harassment, and unwarranted annoyance.

2. Users may be subject to limitations on their use of county computer systems as determined by the appropriate supervising authority (Chief Administrative Officer of Oconee County, Department head, Info Tech or their designee).

3. Use of a computer system or network services provided by the County may be subject to monitoring for security and/or network management reasons and to ensure that users are utilizing the system responsibly. The County retains the right with or without cause and with or without notice, to access or monitor any information or communications stored on or passing through a computer system. Users of these services are therefore advised of this potential monitoring, agree to this practice and understand that they have no expectation of privacy regarding any information or communications stored on or passing through the computer system. Oconee County has the right but not the duty to monitor communications passing through its computer systems, at its sole discretion. Employees should never place information they intend to be personal or private on any County of Oconee computer system.

4. Users who violate any copyright declarations or software licensing requirements are acting outside the course and scope of their employment or other authority and Oconee County, South Carolina is relieved of any legal responsibility therefore. Users will be personally responsible and liable for such infringing activities.

5. The use of County of Oconee computer systems is a privilege, not a right. By participating in the use of networks and computer systems provided by Oconee County, users agree to be subject to and abide by this policy regarding their use. Willful violation of this principles and provisions of this policy may result in loss of privileges and disciplinary action, including suspension without pay or termination from employment.

6. All users share responsibility for ensuring system security, protecting valuable data and controlling access to confidential information.

7. If there are questions or specific needs for going outside the limitations on usage, submit them THROUGH YOUR DEPARTMENT HEAD for appraisal and they shall forward on to IT department if warranted.

Specific Provisions:

8. Users of the Computer System shall:

a) Use the computer system and network only for official county business and access only files and data that are their own, that are publicly available, or to which they have authorized access.

b) Refrain from monopolizing systems, overloading networks with excessive data or wasting computer time, connect time, disk space, printer paper, manuals or other resources.

c) Protect their USERID, passwords, and system from unauthorized use.

d) Assume responsibility for any charges associated with billable services unless appropriate authorization has been obtained.

e) Exercise appropriate discretion in composing and sending any e-mail messages. Electronic mail messages transmitted on county-owned equipment and networks may be subject to public release pursuant to the Freedom of Information Act or subpoena. Forwarding personal communications of another should be done only with the author's consent.

f) Comply with instructions for virus protection, password selection and security, and other security matters as directed by Information Technology. This will include, but is not limited to, using approved virus scanning software to check computer files from outside sources.

g) Report any violations of this policy by others to their immediate supervisor, department head or Information Technology.

9. Users of the Computer System shall not:

a) Use any computer system for illegal, unlawful, or immoral purposes or to support or assist such purposes. Examples of this would be the transmission, accessing, dissemination or intentional or knowing receipt of violent, threatening, harassing, defrauding, sexually explicit, vulgar, pornographic, obscene or otherwise illegal or unlawful materials. This may include photographs, cartoons, jokes or other visual depictions, written material, or audio output. Displaying images, sound or text that disrupts, harasses or distresses other users or employees is forbidden.

b) Use mail or messaging services to harass, intimidate or otherwise annoy another person or to send messages expressing potentially offensive, libelous, slanderous, discriminatory or defamatory comments about individuals, social policies or religion.

c) Use any computer system or network for private, recreational or non-governmental purposes including but not limited to the conduct of personal commercial transactions, solicitations or promotions, playing games, gambling, downloading music files, listening to internet radio, etc.

d) Use the computer system or networks for commercial or partisan political purposes.

e) Use the computer system or networks or other county equipment for personal gain such as selling access to a USERID or by performing work for profit with county resources in a manner not authorized by the County.

f) Use the network to disrupt network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising.

propagation of computer "worms" and viruses, and sustained high volume network traffic, which substantially hinders others in their use of the network.

e) Attempt to circumvent or subvert any computer system or network security measures or otherwise gain or attempt to gain unauthorized access into a computer system or files.

f) Intercept network traffic for any purpose unless engaged in authorized network administrative duties.

g) Make, download, reproduce, disseminate or use illegal copies of software, text, images or other mediums in violation of fair use provisions, software licenses, copyright or trademark laws nor shall they store such copies on county systems, or transmit them over county networks. This includes MP3 music files.

h) Divulge your county email/web address for non county business. This includes, but is not limited to, registering for promotional items, contests, drawings, surveys.

i) Participate in chain mails. This includes sending mail to ALL that is not of emergency or pressing interest to county employees.

j) Use email or instant messaging systems other than those provided by the County. Some 3rd party webmail and instant messaging programs have security flaws and can potentially bring in harmful code. Use of these will be considered willful circumvention of security and dealt with severely.

k) Damage computer system hardware, software or data nor alter hardware, software or data without authorization.

l) Allow access to any computer system or network by unauthorized persons nor provide passwords or information about security measures to others.

18. All users of the Computer System shall sign the following:

I have read the Oconee County Computer/Internet/E-mail Ordinance and Policies therein and will abide by it. I understand that a violation of this policy may result in loss of privileges and/or disciplinary action (e.g. oral or written reprimand, suspension without pay, termination of employment) and/or civil action and/or criminal prosecution.

I am requesting: Please check all that apply:

propagation of computer "worms" and viruses, and sustained high volume network traffic which substantially hinders others in their use of the network.

g) Attempt to circumvent or subvert any computer system or network security measures or otherwise gain or attempt to gain unauthorized access into a computer system or files.

h) Intercept network traffic for any purpose unless engaged in authorized network administrative duties.

i) Make, download, reproduce, disseminate or use illegal copies of software, text, images or other mediums in violation of fair use provisions, software licenses, copyright or trademark laws nor shall they store such copies on county systems, or transmit them over county networks. This includes MP3 music files.

j) Divulge your county email/web address for non county business. This includes, but is not limited to, registering for promotional items, contests, drawings, surveys.

k) Participate in chain mails. This includes sending mail to ALL that is not of emergency or pressing interest to county employees.

l) Use email or instant messaging systems other than those provided by the County. Some 3rd party webmail and instant messaging programs have security flaws and can potentially bring in harmful code. Use of these will be considered willful circumvention of security and dealt with severely.

m) Damage computer system hardware, software or data nor alter hardware, software or data without authorization.

n) Allow access to any computer system or network by unauthorized persons nor provide passwords or information about security measures to others.

10. All users of the Computer System shall sign the following:

I have read the Orange County Computer/Internet/e-mail Ordinance and Policies therein and will abide by it. I understand that a violation of this policy may result in loss of privileges and/or disciplinary action (e.g. oral or written reprimand, suspension without pay, termination of employment) and/or civil action and/or criminal prosecution.

I am requesting: Please check all that apply.

Internet web access

Internet download (ftp)

Electronic mail

Please specify your preferred email name _____

External dial up network privileges (ability to dial in from home or external office)

Access hours: part of the security measures Info Tech is implementing is locking out users during off hours. Individual access can be extended temporarily during projected overtime periods.

8:00 AM - 5:30 PM (standard)

7:00 AM - 11:00 PM (extended recommended for department heads and those required for evening council sessions for example)

Unlimited hours

Monday-Friday

Weekend

DATE: _____

EMPLOYEE SIGNATURE: _____

DEPARTMENT SIGNATURE: _____

DONE AND RATIFIED on First Reading this _____ day of _____, 2004, by a vote of:

_____ : YES

_____ : NO

_____, Clerk

DONE AND RATIFIED on Second Reading this _____ day of _____, 2004, by a vote of:

_____ : YES

_____ : NO

_____, Clerk

DONE AND RATIFIED on a Third and final Reading this ____ day
of _____, 2004, by a vote of:

_____ YES

_____ NO

Chairman-Supervisor

Attest:

_____, Clerk

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE COUNTY

ORDINANCE 2004-09

AN ORDINANCE TO AMEND ORDINANCE 2000-06, THE OCONEE COUNTY ORGANIZATIONAL ORDINANCE

WHEREAS, Ordinance 2000-06, is the Oconee County Organizational Ordinance; and

WHEREAS, it is the purpose of this ordinance to establish a transition method from the Council-Supervisor form of government to the Council-Administrator form of government;

BE IT ORDAINED by the Oconee County Council, in session, duly assembled and with a quorum present and voting, that the Oconee County Ordinance 2000-06, is hereby amended as follows:

1. Wherever the term "County Supervisor" or "Supervisor"; with the intent of referring to the position of County Supervisor shall appear, there shall be substituted the term "County Administrator" unless it is clear that the reference is as the "Chairman of County Council" and should therefore be substituted the term "Chairman" effective January 1, 2005.
2. Effective January 1, 2005 the following Articles are amended to read as follows;

a. **ARTICLE II: FORM OF GOVERNMENT** the form of government for Oconee County shall be the Council-Administrator form of Government. The County Council shall consist of five (5) members elected from single member districts, the boundaries of which shall be determined by the County Council. The Chief Administrative Officer of the County shall be the County Administrator.

b. **ARTICLE III: COUNCIL OFFICERS AND EMPLOYEES**

3.1: In General:

The Council shall elect a Chairman and Vice Chairman to serve from its own number at its initial meeting in January following the general election for a two (2) year term. The County Council appoints a person, not a member of Council, to serve as the Clerk for an indefinite term and to perform such duties as shall be assigned to the Clerk by the Chairman and members of Council.

3.2: Chairman:

The Chairman shall serve as the presiding officer of the Council. The Chairman shall execute on behalf of Oconee County and the Oconee County Council, with the County Administrator, all Ordinances, Resolutions, Directives, Deeds, Bonds, Contracts and other official instruments and documents and shall have such other duties and perform such functions as set forth in these Rules, as provided by the Statutory Law of the State of South Carolina, and such other functions as may be required or authorized by Oconee County Council.

3.3: Vice-Chairman:

In the event the Chairman is absent or unable to serve, the Vice Chairman shall serve as Chairman in his stead and shall be empowered to do all things required and authorized of the Chairman according to these Rules and such other requirements as may be set forth by Council.

3.4: County Administrator

The council shall employ an administrator who shall be the administrative head of the county government and shall be responsible for the administration of all the departments of the county government which the council has the authority to control. He shall be employed with regard to his executive and administrative qualifications only, and need not be a resident of the county at the time of his employment. The term of employment of the administrator shall be at the pleasure of the council and he shall be entitled to such compensation for his services as the council may determine. The council may, in its discretion, employ the administrator for a definite term. If the council determines to remove the County Administrator, he shall be given a written statement of the reasons alleged for the proposed removal and the right to a hearing thereon at a public meeting of the council. Within five days after the notice of removal is delivered to the administrator he may file with the council a written request for a public hearing. This hearing shall be held at a council meeting not earlier than twenty days nor later than thirty days after the request is filed. The administrator may file with the council a written reply not later than five days before the hearing. The removal shall be stayed pending the decision at the public hearing.

3.4.3: With the exception of organizational policies established by the governing body, the County Administrator shall exercise no authority over any elected officials of the county whose offices were created either by the Constitution or by the general law of the State.

3.4.4: Except for the purposes of inquiries and investigations, the council shall deal with county officers and employees who are subject to the direction and supervision of the County Administrator solely through the administrator, and neither the council nor its members shall give orders or instructions to any such officers or employees.

3.5: Clerk

(Previous sections 3.4.1 through 3.4.7 shall be renumbered to reflect the designation of 3.5.1 through 3.5.7 and shall remain the same except that references to the "Supervisor-Chairman" in former sections 3.4.4 and 3.4.7 shall be changed to read "Chairman" and in previous section 3.4.7 the reference to "Supervisor" shall be changed to read "County Administrator".)

c. ARTICLE VII: MEETINGS OF COUNCIL

7.1: Shall remain the same except that the following sentences shall be deleted in their entirety: "The Vice Chairman shall vote on all questions, Resolutions and Ordinances presented to the Council for its action by the Supervisor-Chairman. The Supervisor-Chairman shall vote to resolve a tie vote."

7.3.10: The last sentence shall be amended to read: On all matters which may come before the Council for determination, excepting those instances of disqualification as provided by Article VII, §7.3.4 hereof, the presiding officer of the Council either permanent or temporary, shall vote and cast his ballot as any other member.

d. ARTICLE IX: COMMITTEES

9.1: Shall remain the same except that the three times the term "Supervisor" appears shall be changed to "Chairman"

e. ARTICLE X: SPECIAL MEETINGS

The two (2) references to "Supervisor-Chairman" and "Chairman-Supervisor" shall be changed to "Chairman".

f. ARTICLE IX (sic) COUNTY EQUIPMENT, LEASE,
LOAN AND RENTAL

Shall be changed to reflect the correct enumeration of *ARTICLE XI* and the reference to "Chairman-Supervisor" changed to "County Administrator".

Narrative basis for proposed changes

(The intent of modifications to the Organizational Ordinance will be to provide a framework and transition to the Council Administrator form of government. Council shall also bolster its authority to control the functions of the County during the transition period to ensure Council retains the authority to schedule meetings and transact the business of the County.)

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE COUNTY

ORDINANCE 2004-10

**AN ORDINANCE TO AMEND ORDINANCE 97-14, AS AMENDED, THE
OCONEE COUNTY PERSONNEL POLICIES AND PROCEDURES MANUAL.**

WHEREAS, Ordinance 97-14, as amended, is the Oconee County Personnel Policies and Procedures Manual; and

WHEREAS, it is the purpose of this ordinance to establish a transition method from the Council-Supervisor form of government to the Council Administrator form of government;

BE IT ORDAINED by the Oconee County Council, in session, duly assembled and with a quorum present and voting, that the Oconee County Ordinance 97-14, as amended, is hereby amended as follows:

Wherever the term "County Supervisor" or "Supervisor", with the intent of referring to the position of County Supervisor shall appear, there shall be substituted the term "County Administrator" effective January 1, 2005.

It is Council's desire to ease the transition from the Council-Supervisor form of government to the Council-Administrator form such that effective immediately the County Supervisor shall confer with Council prior to any changes in employees or employment practices. Council shall retain the right to review any and all personnel actions. This action is being undertaken to accommodate the intent of County Council to provide the County Administrator with a seasoned and effective workforce.

RESOLUTION OF
OCONEE MEMORIAL HOSPITAL, INCORPORATED
BOARD OF DIRECTORS

March 22, 2004

WHEREAS, Oconee Memorial Hospital, Incorporated ("OMH") is the Lessee and Oconee County, South Carolina (the "County") is the owner and Lessor of approximately 53.0 acres of property in Oconee County (the "Property") under an Indenture of Lease dated June 29, 1959, and the Amendment to Indenture of Lease dated December 20, 1994; and

WHEREAS, the County is the owner and Lessor, OMH is the Sublessor and The Blood Connection, Inc. is the Sublessee of 1.10 acres of the total Property (the "Blood Connection Property") under a Lease Agreement dated April 10, 2003; and

WHEREAS, the County and City of Seneca have entered into various agreements for the joint financing and operation of a combined public sewer service, and for the joint financing of an extensive water service (combined, the "System"), providing access to said System to all buildings proximate to the System's lines in the service area, and setting the rates for said services both in and out of the City limits; and

WHEREAS, in late 2002 the City of Seneca adopted a policy requiring all owners of property outside the City limits seeking access to the System to sign a "Contract for Provision of Water to Out of City Customer Declaration of Covenant Regarding Utilities and Annexation" that provides for the provision of utilities to the property and its tenants "solely and upon the condition that the property be annexed into the City of Seneca"; and

WHEREAS, in adopting this policy the City of Seneca has expressly stated that "this policy does not apply to existing customers"; and

WHEREAS, the City of Seneca has provided water and sewer service to other County owned properties without requiring the County to sign the Contract; and

WHEREAS, the City of Seneca has provided water and sewer service to multiple buildings located on the Property, and has installed various meters measuring the volumes of water service and issued monthly invoices for both water and sewer service to OMH as an existing municipal System customer without requiring the County to sign the Contract; and

WHEREAS, The Blood Connection is developing a building on the Blood Connection Property (property owned by the County and currently served by both water and sewer lines) and its contractor has sought permits from the City for access to the water and sewer services; and

WHEREAS, the City of Seneca has notified The Blood Connection and OMH that the County must sign the Contract and agree to annex the Property before issuing a permit for water and sewer access to The Blood Connection Property;

NOW, THEREFORE, being desirous that the County and OMH, on behalf of their Sublessee, be able to obtain appropriate permits and municipal utilities from the City of Seneca, in a manner consistent with the agreement between the City of Seneca and the County to jointly develop, finance and operate said System, and consistent with the City's position that the policy does not apply to County property or existing customers, the OMH Board hereby RESOLVES:

"The Board hereby requests that the County petition the City of Seneca to promptly issue appropriate water and sewer permits for The Blood Connection Property, based upon the County's joint interest in the sewer and water systems, the City's practice of excluding County owned property from its policy due to such joint public service interests, and based upon OMH's status as an existing customer with multiple water and sewer taps preexisting on the Property."

This RESOLUTION is adopted this 22nd day of March, 2004 at a regular meeting of the Board of Directors by affirmative vote of a majority of the Directors present.



Rosemary Bailes, Secretary to Board